

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

COAST PLATING, INC.  
128 W. 154th Street  
Gardena, CA 90248

Respondent.

Docket HWCA 2003 0156

STIPULATION AND ORDER

Health and Safety Code

Section 25187

The State Department of Toxic Substances Control (Department) and Coast Plating, Inc. (Respondent) enter into this Stipulation and Order (Order) and agree as follows:

1. A dispute exists regarding the Enforcement Order issued by the Department on October 15, 2003. (Attached as Exhibit 1.)

2. The parties wish to avoid the expense of further litigation and to ensure prompt action to achieve the Schedule for Compliance below.

3. Jurisdiction exists pursuant to Health and Safety Code section 25187.

4. Respondent waives any right to a hearing in this matter.

5. This Order shall constitute full settlement of the violations alleged in the Enforcement Order, but does not limit the Department from taking appropriate enforcement action concerning other violations.

1           6.       Respondent admits the allegations made in the  
2 Enforcement Order.

3                               SCHEDULE FOR COMPLIANCE

4           7.       Respondent has corrected the violations cited  
5 in the Enforcement Order. Respondent shall operate hereafter in  
6 a manner that shall prevent recurrences of the violations cited  
7 therein.

8           7.2.       Submittals: All submittals from Respondent  
9 pursuant to this Order shall be sent simultaneously to:

10                               Mr. Roberto Kou, Unit Chief  
11                               Statewide Compliance Division  
12                               Department of Toxic Substances Control  
13                               1011 North Grandview Avenue  
14                               Glendale, California 91201

15           7.3.       Communications: All approvals and decisions of  
16 the Department made regarding such submittals and notifications  
17 shall be communicated to Respondent in writing by a Branch Chief,  
18 Department of Toxic Substances Control, or his/her designee. No  
19 informal advice, guidance, suggestions, or comments by the  
20 Department regarding reports, plans, specifications, schedules,  
21 or any other writings by Respondent shall be construed to relieve  
22 Respondent of its obligation to obtain such formal approvals as  
23 may be required.

24           7.4.       Department Review and Approval: If the  
25 Department determines that any report, plan, schedule, or other  
26 document submitted for approval pursuant to this Order fails to  
27 comply with the Order or fails to protect public health or safety  
28 or the environment, the Department may:

1           a. Modify the document as deemed necessary and approve  
2 the document as modified; or

3           b. Return the document to Respondent with recommended  
4 changes and a date by which Respondent must submit to the  
5 Department a revised document incorporating the recommended  
6 changes.

7           7.5. Compliance with Applicable Laws: Respondent  
8 shall carry out this Order in compliance with all local, State,  
9 and federal requirements, including but not limited to  
10 requirements to obtain permits and to assure worker safety.

11           7.6. Endangerment during Implementation: In the event  
12 that the Department determines that any circumstances or activity  
13 (whether or not pursued in compliance with this Order) are  
14 creating an imminent or substantial endangerment to the health  
15 or welfare of people on the site or in the surrounding area or  
16 to the environment, the Department may order Respondent to stop  
17 further implementation for such period of time as needed to abate  
18 the endangerment. Any deadline in this Order directly affected  
19 by a Stop Work Order under this section shall be extended for the  
20 term of such Stop Work Order.

21           7.7. Liability: Nothing in this Order shall  
22 constitute or be construed as a satisfaction or release from  
23 liability for any conditions or claims arising as a result of  
24 past, current, or future operations of Respondent, except as  
25 provided in this Order. Notwithstanding compliance with the  
26 terms of this Order, Respondent may be required to take further  
27 actions as are necessary to protect public health or welfare or  
28 the environment.

1           7.8.    Site Access:    Access to the Site shall be  
2 provided at all reasonable times to employees, contractors, and  
3 consultants of the Department, and any agency having  
4 jurisdiction. Nothing in this Order is intended to limit in any  
5 way the right of entry or inspection that any agency may  
6 otherwise have by operation of any law. The Department and its  
7 authorized representatives may enter and move freely about all  
8 property at the Site at all reasonable times for purposes  
9 including but not limited to: inspecting records, operating logs,  
10 and contracts relating to the Site; reviewing the progress of  
11 Respondent in carrying out the terms of this Order; and  
12 conducting such tests as the Department may deem necessary.  
13 Respondent shall permit such persons to inspect and copy all  
14 records, documents, and other writings, including all sampling  
15 and monitoring data, in any way pertaining to work undertaken  
16 pursuant to this Order.

17           7.9.    Sampling, Data, and Document Availability:  
18 Respondent shall permit the Department and its authorized  
19 representatives to inspect and copy all sampling, testing,  
20 monitoring, and other data generated by Respondent or on  
21 Respondent's behalf in any way pertaining to work undertaken  
22 pursuant to this Order. Respondent shall allow the Department  
23 and its authorized representatives to take duplicates of any  
24 samples collected by Respondent pursuant to this Order.  
25 Respondent shall maintain a central depository of the data,  
26 reports, and other documents prepared pursuant to this Order.  
27 All such data, reports, and other documents shall be preserved  
28 by Respondent for a minimum of six years after the conclusion of  
all activities under this Order. If the Department requests that

1 some or all of these documents be preserved for a longer period  
2 of time, Respondent shall either comply with that request,  
3 deliver the documents to the Department, or permit the Department  
4 to copy the documents prior to destruction. Respondent shall  
5 notify the Department in writing at least six months prior to  
6 destroying any documents prepared pursuant to this Order.

7 7.10. Government Liabilities: The State of California  
8 shall not be liable for injuries or damages to persons or  
9 property resulting from acts or omissions by Respondent or  
10 related parties specified in paragraph 9.3 in carrying out  
11 activities pursuant to this Order, nor shall the State of  
12 California be held as a party to any contract entered into by  
13 Respondent or its agents in carrying out activities pursuant to  
14 this Order.

15 7.11. Incorporation of Plans and Reports: All plans,  
16 schedules, and reports that require Department approval and are  
17 submitted by Respondent pursuant to this Order are incorporated  
18 in this Order upon approval by the Department.

19 7.12. Extension Requests: If Respondent is unable to  
20 perform any activity or submit any document within the time  
21 required under this Order, the Respondent may, prior to  
22 expiration of the time, request an extension of time in writing.  
23 The extension request shall include a justification for the  
24 delay.

25 7.13. Extension Approvals: If the Department  
26 determines that good cause exists for an extension, it will grant  
27 the request and specify in writing a new compliance schedule.

28 PAYMENTS

1           8.1. Respondent shall pay the Department a total of  
2 \$25,000.00 in penalties. The penalties shall be paid in two (2)  
3 equal installments of \$12,500.00 each, due and payable on  
4  
5  
6 December 15, 2003 and February 15, 2004, respectively. If  
7 Respondent fails to make any payments timely as provided above,  
8 Respondent agrees to pay interest thereon at the rate established  
9 pursuant to Health and Safety Code section 25360.1. Respondent  
10 further agrees to pay all costs and attorney's fees incurred by  
11 the Department in pursuing the collection of any sums the payment  
12 of which becomes delinquent thereunder. Respondent's checks  
13 shall be made payable to Department of Toxic Substances Control,  
14 and shall be delivered together with the attached Payment Voucher  
15 to :

16                   Department of Toxic Substances Control  
17                   Accounting office  
18                   1001 I Street  
19                   P.O. Box 806  
20                   Sacramento, California 95812-0806

21 A photocopy of the checks shall be sent to:

22                   Mr. Roberto Kou, Unit Chief  
23                   Statewide Compliance Division  
24                   Department of Toxic Substances Control  
25                   1011 North Grandview Avenue

26           8.2. Repondent hereby agrees to send Roy Murdock  
27 to the California Compliance School, Modelus I-IV. Attendance  
28 must be completed and Respondent must submit a Certificate of  
Satisfactory Completion issued by the California Compliance  
School to the Department of Toxic Substances Control within 185

1 days of the date of this Order. In recognition of this  
2 educational investment, the penalty imposed by this Order has  
3 been reduced by \$5,000.00 if the employee satisfactorily  
4 completes the specified school and the Department receives the  
5 Certificate of Satisfactory Completion within 185 days of the  
6 effective date of this Order. If Respondent fails to submit the  
7 certificate as required, the penalty of \$5,000.00 is due and  
8 payable within 30 days after the 185 day period expires. The  
9 185-day period may be extended by a Department Branch Chief upon  
10 a written request demonstrating good cause from Respondent.

#### 11 OTHER PROVISIONS

12  
13  
14 9.1. Additional Enforcement Actions: By agreeing to  
15 this Order, the Department does not waive the right to take  
16 further enforcement actions, except to the extent provided in  
17 this Order.

18 9.2. Penalties for Noncompliance: Failure to comply  
19 with the terms of this Order may subject Respondent to civil  
20 penalties and/or punitive damages for any costs incurred by the  
21 Department or other government agencies as a result of such  
22 failure, as provided by Health and Safety Code section 25188 and  
23 other applicable provisions of law.

24 9.3 Parties Bound: This Order shall apply to and be  
25 binding upon Respondent and its officers, directors, agents,  
26 receivers, trustees, employees, contractors, consultants,  
27 successors, and assignees, including but not limited to  
28 individuals, partners, and subsidiary and parent corporations,  
and upon the Department and any successor agency that may have

1 responsibility for and jurisdiction over the subject matter of  
2 this Order.

3 9.4. Effective Date: The effective date of this Order  
4 is the date it is signed by the Department.

5  
6 9.5. Integration: This agreement constitutes the  
7 entire agreement between the parties and may not be amended,  
8 supplemented, or modified, except as provided in this agreement.

9  
10  
11  
12 Dated: 12/08/2003

ORIGINAL SIGNED BY RESPONDENT  
Signature of Respondent's  
Representative

14  
15 ROY W. MURDOCK, PRESIDNET  
16 Typed or Printed Name and Title of  
Respondent's Representative

17  
18 Dated: 12/11/2003

ORIGINAL SIGNED BY ROBERTO KOU  
Roberto Kou, Unit Chief  
Department of Toxic Substances  
Control